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8 Attorneys for all Plaintiffs Farhad Hendi  
9 & Jennifer Forss

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 FARHAD HENDI, an Individual; JENNIFER )  
13 FORSS, an Individual; )

14 Plaintiffs, )

15 v. )

16 REGENCY WILSHIRE HOMEOWNERS )  
17 ASSOCIATION, a California Non-Profit )  
18 Common Interest Development Corporation; )  
19 and DOES 1 through 10, Inclusive, )

20 Defendants )  
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No.

**COMPLAINT FOR DAMAGES;  
DEMAND FOR TRIAL BY JURY;**

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**COME NOW** Plaintiffs Farhad Hendi and Jennifer Forss (“Plaintiffs”) and allege as follows:

**I.****INTRODUCTION**

1. This action seeks monetary, declaratory, and injunctive relief against defendants for refusing to accommodate Plaintiffs' request for a service animal, in the operation of the condominium complex located at 10551 Wilshire Blvd, Los Angeles, CA 90024 (hereinafter "the Subject Property"), and thereby discriminating against Plaintiffs due to a disability, in violation of the Fair Housing Act and/or the Fair Employment and Housing Act, in violation of the Fair Housing Act of 1968, as amended, 42 U.S.C. §§3601 *et seq.*, and related federal and state laws

**II.****JURISDICTION AND VENUE**

2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1331 in that the claims alleged herein arise under the laws of the United States. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 to hear and determine Plaintiffs' state law claims because those claims are related to Plaintiffs' federal law claims and arise out of a common nucleus of related facts. Plaintiffs' state law claims are related to Plaintiffs' federal law claims such that those claims form part of the same case or controversy under Article III of the United States Constitution. Venue is proper in that the claims alleged herein arose within the City of Los Angeles, Los Angeles County, California.

**III.****PARTIES**

3. Plaintiffs Farhad Hendi and Jennifer Forss reside in Los Angeles, Los Angeles County, California.



1 RWHOA has its principal place of business located in Los Angeles, Los Angeles County, California.  
2

3 9. In July 2021, Mr. Hendi's girlfriend, Plaintiff Jennifer Forss, began to visit him regularly  
4 at the Subject Property. Ms. Forss is disabled and requires a service dog. When she would visit Mr.  
5 Hendi, she would bring her service dog with her to visit. Her service dog is a Maltipoo that weighs about  
6 17 pounds. She always took care to make sure that her dog behaved, and did not act unruly.  
7

8 10. Several weeks after Ms. Forss began to visit Mr. Hendi, on July 22, 2021, Mr. Hendi  
9 received several text messages from the general manager for RWHOA at the property, Yasmin Khosrovani,  
10 stating that the Homeowners Association Rules for the property prohibited a guest from bringing a dog to  
11 the property for longer than 24 hours.  
12

13 11. On July 29, 2021, Mr. Hendi sent a letter to Ms. Khosrovani informing her that Ms. Forss's  
14 dog was a service dog, and that disability laws prevented RWHOA from enforcing pet rules against  
15 disabled persons requiring a service animal.  
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17 12. Almost two weeks later, Mr. Hendi informed Ms. Khosrovani that Ms. Forss would be  
18 moving into his unit and would be living full-time at the property, as Ms. Forss's condominium had  
19 flooded, necessitating her to move out of her unit for several months, so that repairs could be made.  
20

21 13. Thereafter, on August 12, 2021, Ms. Khosrovani wrote to Mr. Hendi, advising him that the  
22 HOA had consulted with their attorneys and had been informed that the Americans for Disabilities Act  
23 (ADA) did not apply to private homeowners' associations. In this letter, Ms. Khosrovani did concede that  
24 Fair Housing laws did apply, requiring the HOA to reasonably accommodate a resident with disabilities.  
25 However, Ms. Khosrovani proceeded to inform Mr. Hendi that the HOA had no obligation to  
26 accommodate Ms. Forss since she was not a resident.  
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1           14.     Thereafter, over the next several days, Mr. Hendi had several conversations with Ms.  
2     Khosrovani, wherein he advised her that Fair Housing laws applied to both residents and anyone associated  
3     with the resident. Ms. Khosrovani rejected this position, stating that the RWHOA had made its decision.  
4     Mr. Hendi asked to meet with the board for RWHOA (hereinafter “the board”) to discuss this matter.  
5     About a week later, Ms. Khosrovani informed Mr. Hendi that the board was willing to meet with him.

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7           15.     Thereafter, on August 20, 2021, the RWHOA sent a Notice of Hearing letter to Mr. Hendi,  
8     which stated in part, “Based on the information you provided, and after consulting our legal counsel, the  
9     HOA has no obligation to grant any exceptions or accommodations to its rules to non-residents.”

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11           16.     Thereafter, on September 1, 2021, Mr. Hendi nonetheless met with the board on a Zoom  
12     call. All members of the board were present, except Mrs. Ziba Danielpour. During this meeting, Mr.  
13     Hendi explained to them why the board was required to accommodate his request that Ms. Forss be  
14     allowed to keep her dog at the Subject Property while staying with Mr. Hendi. Mr. Hendi explained that  
15     Ms. Forss was disabled, that she required a service animal, and that they qualified, therefore, to have the  
16     dog stay with them. Mr. Hendi went so far as to inform the board that the Fair Housing Act even covered  
17     visitors to a property, not just residents. He then read them applicable law that supported his position,  
18     which demonstrated that the HOA was required to accommodate Ms. Forss’s request to have a service dog  
19     assist her with her disability, and that the HOA could be liable if they unreasonably denied this request.  
20     Mr. Hendi also informed the board that he had previously told Ms. Khosrovani that Ms. Forss had been  
21     living with him full-time since the second week of August 2021 due to the flooding situation with Ms.  
22     Forss’s condominium. Mr. Hendi advised the board that Ms. Forss would be living with him as long as  
23     it took to repair her unit, which could take many months.

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25           17.     At the conclusion of this meeting, the board informed Mr. Hendi that they were going to  
26     get their attorneys involved. Mr. Hendi responded by informing the board that the law called for an  
27     interactive process in order to resolve issues, and he didn’t want to deal directly with the RWHOA’s  
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1 attorneys. He stated that he had no problem with them consulting their lawyers, but he only wanted to deal  
2 with the board.

3  
4 18. Unfortunately, RWHOA ignored this request. Thereafter, on September 15, 2021,  
5 RWHOA's attorneys wrote directly to Mr. Hendi, rejecting his request for a reasonable accommodation  
6 for Ms. Forss's service dog, stating that compliance was not required since Ms. Forss was not a resident.

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8 19. Thereafter, RWHOA informed Mr. Hendi that he had been fined \$200 due to the presence  
9 of Ms. Forss's dog at the Subject Property.

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11 20. Next, on September 29, 2021, RWHOA's lawyers sent another letter to Mr. Hendi,  
12 informing him that, even if Ms. Forss's dog was a service dog, Mr. Hendi had failed to provide proof that  
13 the dog was a trained service dog.

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15 21. Thereafter, Mr. Hendi delivered a request for Alternative Dispute Resolution (ADR) to Ms.  
16 Khosrovani. Mr. Hendi suggested that the best way to resolve this dispute would be to hire a mediator who  
17 was familiar with reasonable accommodation cases. Ms. Khosrovani refused the request.

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19 22. Thereafter, a second HOA meeting was set for October 11, 2021. Mr. Hendi was invited  
20 to attend. Prior to attendance, Mr. Hendi submitted his written position to the board, laying out his  
21 argument, while advising the board that he would not be attending the Zoom conference. In this letter,  
22 Mr. Hendi meticulously outlined his argument in favor of allowing Mr. Forss's service animal. He  
23 explained that RWHOA was breaking the law by refusing to allow Ms. Forss's service dog. Mr. Hendi  
24 concluded his letter by asking that RWHOA agree to participate in a mediation.

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26 23. Thereafter, on October 11, 2021, RWHOA's attorneys wrote to Mr. Hendi, accepting his  
27 offer to mediate the matter.

24. Next, on October 13, 2021, RWHO A wrote directly to Mr. Hendi, asking Mr. Hendi to remove Ms. Forss's dog from the Subject Property, claiming that applicable laws did not apply to Ms. Forss since she was a visitor and not a resident. In this same later, RWHO A informed Mr. Hendi that RWHO A would begin fining him \$100 a day until Ms. Forss removed her dog from the Subject Property.

25. In response, Mr. Hendi sent an email to RWHO A asking for law that supported its right to fine him \$100 a day. Mr. Hendi also reiterated that he would like to see applicable law that supported RWHO A's position that the law did not require RWHO A to reasonably accommodate Mr. Forss's request for a service animal since she was not a resident. Neither RWHO A nor their attorneys responded to either request.

26. Thereafter, on October 20, 2021, Mr. Hendi and Ms. Forss went to see Ms. Khosrovani in-person, so that Ms. Khosrovani could meet Ms. Forss. At this meeting, Mr. Hendi informed Ms. Khosrovani that he and Ms. Forss had recently become engaged, and that Ms. Forss and her service dog would now be living with him permanently. At this meeting, Ms. Khosrovani asked Ms. Forss to sign a document that is required to be signed by all residents to use the pool, Jacuzzi, and gym, and to follow the rules related, thereto. Ms. Forss complied and signed the requested documents.

27. Thereafter, the parties agreed to mediate the matter. On February 22, 2022, the parties attended a mediation together with mediator Lora Silverman. At the conclusion of the mediation, it appeared that Ms. Silverman had convinced RWHO A to grant the reasonable accommodation of Plaintiffs. At the conclusion of the mediation, RWHO A requested that Plaintiffs supply it with a letter from a doctor, proving that Ms. Forss was disabled and required a service dog.

28. On February 27, 2022, Mr. Hendi emailed two letters to RWHO A. The first letter was from Ms. Forss's doctor - William Gerald Lang, M.D. - attesting that Ms. Forss was disabled and required a service dog, which he had prescribed for her. Mr. Hendi's second letter to the board reiterated that Ms.

1 Forss was now living with him full-time, asking that Ms. Forss's reasonable accommodations request for  
2 a service animal be granted, and that all prior fines levied against him for the presence of Ms. Forss's dog  
3 be waived since they should not have been levied in the first place.

4  
5 29. Thereafter, on March 9, 2022, RWHOA's lawyers wrote to Mr. Hendi accusing him of  
6 being disingenuous about how long Ms. Forss had been living at the Subject Property full-time. The letter  
7 proceeded to argue that Ms. Forss was only a guest for an extended time in the past, and not a resident.  
8 This letter also argued that the letter from Dr. Lang attesting to Ms. Forss's disability and need for a service  
9 dog was insufficient, claiming that a form entitled "Reasonable Accommodation Request Verification"  
10 must be filled out; A simple letter from a doctor was not enough. RWHOA's lawyers proceeded to attach  
11 the form to the email, asking Plaintiffs to have it completed and returned.

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13 30. This same letter from RWHOA's lawyers also stated that Ms. Forss would be required to  
14 prove that she was a resident, and thereafter had to seek a reasonable accommodation from the board. The  
15 letter next stated, "... [P]lease also be aware that California recently enacted a new law to curb emotional  
16 support animal fraud." The letter next stated that once both requirements were met, it would review the  
17 form and make a decision on whether to accommodate the request that Ms. Forss be allowed to have a  
18 service dog.

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20 31. The letter concluded by stating that RWHOA was not willing to waive all past fines that  
21 had been levied against Mr. Hendi due to the presence of Ms. Forss's service animal. The letter stated that  
22 RWHOA had instructed its lawyers to "immediately commence the appropriate legal procedures to collect  
23 these properly imposed fines and penalties, as well as all attendant attorney's fees and costs." The letter  
24 concluded by stating that the only way to avoid these charges and fees was for Mr. Hendi to voluntarily  
25 agree to pay all fines and penalties. The letter stated that Plaintiffs had five days to comply with all requests  
26 in the letter.



1           32.     On March 14, 2022, Mr. Hendi sent an email in response to the March 9, 2022-letter,  
2     refuting the claims made in the letter. Mr. Hendi's email also referenced applicable law, which showed  
3     that RWHOA was required to grant the reasonable accommodation request by Plaintiffs. Mr. Hendi  
4     concluded his email by asking for a response to his substantive request by March 18, 2022.

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6           33.     On March 18, 2022, RWHOA's lawyer emailed Mr. Hendi, acknowledging that he had  
7     received Mr. Hendi's March 14, 2022, email. However, there was no substantive response to Mr. Hendi's  
8     request that their reasonable accommodation be granted.

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10          34.     On March 25, 2022, Mr. Hendi demanded a response to his March 14, 2022 by March 31,  
11     2022, or else he would file a lawsuit.

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13          35.     On March 31, 2022, RWHOA's lawyers wrote to Mr. Hendi, asking for additional  
14     information about Ms. Forss's dog. In particular, the letter asked for information about the training  
15     received by the dog and the basis for it being designated a service animal and the nexus/relationship  
16     between the claimed disability and the requested accommodation. This letter made no attempt to address  
17     the substantive concerns raised in Mr. Hendi's March 14, 2022, email.

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19          36.     On April 1, 2022, Mr. Hendi wrote to RWHOA's lawyers, explaining that they had legally  
20     complied with all requirements to receive a reasonable accommodation. The letter concluded by stating  
21     that they would sue if the request for an accommodation was not granted by April 6, 2022.     On April  
22     6, 2022, RWHOA's lawyers wrote to Mr. Hendi, essentially blaming him for all problems related to the  
23     entire process. There was no attempt to substantively respond to Mr. Hendi's concerns. As such, this  
24     action has been filed.

**V.**

**INJURIES**

37. By reason of defendants' unlawful acts and practices, Plaintiffs have suffered loss of important housing opportunities, deprivation of the full use and enjoyment of her tenancy, and severe emotional distress and physical injury, humiliation and mental anguish, fear, stress, including bodily injury such as stomach aches; head aches; sleep loss; feelings of depression, discouragement, anger, and nervousness; and reliving the experience; and other special and general damages according to proof.

38. In doing the acts of which plaintiffs complain, Defendants and its agents and employees intentionally or recklessly violated Plaintiff's rights. Accordingly, Plaintiff is entitled to punitive damages.

**VI.**

**FIRST CLAIM**

**(Fair Housing Act)**

39. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this complaint.

40. In committing the acts herein above alleged, Defendants REGENCY WILSHIRE HOMEOWNERS ASSOCIATION and Does 1 through 10 (hereinafter collectively "Defendants") injured Plaintiffs by failing to reasonably accommodate Plaintiff Jennifer Forss's disabilities, and failing to thereby allow Plaintiffs to have a service animal to assist Ms. Forss with her disability, such actions being in violation of the Fair Housing Act, 42 U.S.C. §3601 *et seq.*, including 42 U.S.C. §3604(f).

41. As a proximate result of Defendants' violations enumerated above, Plaintiffs have been damaged in amounts which are subject to proof, but not less than \$50,000 as against each Defendant named. By committing the actions hereinabove alleged, all Defendants committed discriminatory housing practices in violation of the Fair Housing Act, 42 U.S.C. §3601 *et seq.*, namely, by failing to reasonably

1 accommodate Plaintiffs' request for a service animal in violation of 42 U.S.C. §3601 *et seq.*

2  
3 **SECOND CLAIM**

4 **(California Fair Employment and Housing Act)**

5  
6 42. Plaintiffs reallege and incorporate by reference each paragraph previously alleged in this  
7 complaint.

8 43. In committing the acts herein above alleged, Defendants REGENCY WILSHIRE  
9 HOMEOWNERS ASSOCIATION and Does 1 through 10 (hereinafter collectively "Defendants")  
10 (Hereinafter "Defendants") injured Plaintiffs by failing to reasonably accommodate Plaintiff Jennifer  
11 Forss's disability, and failing to thereby allow Plaintiffs to have a service animal to assist Ms. Forss with  
12 her disability, such actions being in violation of the California Fair Employment and Housing Act,  
13 California Government Code §§12927 and 12955 *et seq.*, including Govt. Code §12955(d).

14 44. As a proximate result of Defendants' violations enumerated above, Plaintiffs have each been  
15 damaged in amounts which are subject to proof, but not less than \$50,000 as against each Defendant  
16 named.

17  
18 **THIRD CAUSE OF ACTION**

19 **(Negligence)**

20  
21 45. Plaintiffs reallege and incorporate by reference the above-referenced paragraphs of the  
22 complaint herein.

23 46. Defendants REGENCY WILSHIRE HOMEOWNERS ASSOCIATION and Does 1  
24 through 10 (Hereinafter "Defendants") owed Plaintiffs a duty to operate the Subject Property in a  
25 manner that was free from unlawful disability discrimination, and to hire, train, supervise, and  
26 discipline their employees and board members as well as themselves to fulfill these duties. Defendants  
27 negligently violated these duties by refusing to allow Plaintiff Jennifer Forss to have a service animal  
28

1 to assist her with her disability. Defendants' violation of that duty was the result of negligence,  
2 including, but not limited to:

3 A. Defendants' negligent failure to hire persons who were familiar with the  
4 requirements of state and federal fair housing laws, which prohibit discrimination based upon  
5 disability;

6 B. Defendants' negligent failure to train their employees and themselves regarding  
7 the requirements of state and federal fair housing laws, which prohibit discrimination based upon  
8 disability;

9 C. Defendants' negligent failure to supervise their employees regarding compliance  
10 with the requirements of state and federal fair housing laws, which prohibit discrimination based upon  
11 disability; and

12  
13 47. As a legal result of Defendants' negligent conduct, Plaintiffs suffered the violation of  
14 their rights, deprivation of the full use and enjoyment of their tenancy, invasion of the private right of  
15 occupancy, and has been discriminated against upon the basis of Ms. Forss's disability, and suffered  
16 bodily injury, including humiliation, physical and emotional distress. Plaintiffs have suffered  
17 emotional damages in the amount to be proven at time of trial.

## 21 VII.

### 22 PRAYER FOR RELIEF

23  
24 WHEREFORE, Plaintiffs Farhad Hendi and Jennifer Forss request entry of judgment against  
25 Defendants Regency Wilshire Homeowners Association and Does 1 - 10 (hereinafter collectively  
26 "Defendants") that:  
27  
28

1. Awards compensatory damages according to proof;
2. Declares that Defendants have violated the provisions of the applicable state and federal fair housing laws;
3. Enjoins all unlawful practices complained about herein and imposes affirmative injunctive relief requiring defendants, their partners, agents, employees, assignees, and all persons acting in concert or participating with them, to take affirmative action to provide equal housing opportunities to all tenants and prospective tenants regardless of disability;
4. Awards costs of suit herein incurred;
5. Awards reasonable attorneys' fees under state and federal fair housing laws;
6. Awards statutory damages to plaintiff pursuant to the Unruh Civil Rights Act;
7. Awards reasonable attorney's fees pursuant to 42 U.S.C. 3613(c)(2); CA. Govt. Code §12965(b); CA Govt. Code 12989.2; and
8. Awards all such other and further relief as the court may deem proper.

Dated: July 5, 2022

LAW OFFICES OF CRAIG P. FAGAN

By: /s/Craig P. Fagan  
Craig P. Fagan  
Attorneys for Plaintiffs  
Farhad Hendi & Jennifer Forss

### VIII.

#### JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiffs hereby request a trial by jury.

1 Dated: July 5, 2022

LAW OFFICES OF CRAIG P. FAGAN

2  
3 By: /s/Craig P. Fagan  
4 Craig P. Fagan  
5 Attorneys for Plaintiffs  
6 Farhad Hendi & Jennifer Forss  
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